

68 Am. Jur. 2d Seals § 1

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Seals

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I. Significance and Effect

§ 1. Significance and effect of seals, generally

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West's Key Number Digest

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Forms

[Am. Jur. Pleading and Practice Forms, Seals § 5](#) (Answer—Defense—Running of statute of limitations for sealed instrument)

[Am. Jur. Pleading and Practice Forms, Seals § 8](#) (Authenticating certificate—With seal of court—To prove judicial record of another state)

[Am. Jur. Pleading and Practice Forms, Seals § 9](#) (Authenticating certificate—By public officer having seal of office—To prove nonjudicial record of another state)

At common law and in early times, documents were commonly authenticated by the use of a seal due to widespread illiteracy. At that time, the sealing of an instrument was an impressive formality, involving the affixing of wax with an impression, and a sealed instrument was nearly immune from attack in the common-law courts.¹

Definition:

A seal may be a piece of wax, a wafer, or other substance affixed to the document or an impression made on the document. By statute or decision in most states in which the seal retains significance, a seal also may take the form of a written or printed seal, word, scrawl, or other sign.²

Currently, seals authenticate an instrument and add dignity to³ or denote the special nature of the instrument or its promoter.⁴

The modern trend has been to modify and simplify the form of seals and to ignore the technical distinctions between sealed and unsealed instruments.⁵

There are two types of seals: public credit seals and private credit seals. Public credit seals are kept and used by public authority⁶ and prove themselves. For example, the seals of the states, the federal government, foreign and domestic courts,⁷ and of certain public officers such as notaries public, of which the courts take judicial notice, are all seals of public credit.⁸

Practice Tip:

Seals of private credit are the seals of private persons or corporations; they are not evidence of themselves but must be proved.⁹

At common law, the presence of a seal rendered the document to which it was affixed indisputable as to the terms of the underlying obligation¹⁰ thereby dispensing with the necessity of witnesses to the transaction.¹¹ In modern times, most of the states have judicially modified or statutorily abolished the seal or the common-law distinction between sealed and unsealed instruments.¹² In the jurisdictions which have abolished the necessity of a seal, the use of a seal does not affect the force, validity, or character of the instrument or in any way change its significance or construction¹³ and therefore is disregarded.¹⁴ In some states where the common-law seal requirement has not been abolished, statutes may relax the seal requirement by offering a list of specific substitutes for a seal if either the common law or a statute requires one.¹⁵ In those states in which a seal still has a legal effect, its primary legal significance is the application of a longer statute of limitations to actions brought on sealed instruments.¹⁶ For example, where it is determined that an instrument in question is under seal, the statute of limitations applicable to specialties, may apply rather than the statute of limitations applicable to simple contracts.¹⁷

Observation:

The determination of whether an instrument is a sealed instrument is a question for the court.¹⁸

The enactment of the Uniform Commercial Code has made the law of sealed instruments inapplicable to contracts for the sales of goods.¹⁹

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Footnotes

¹ Restatement Second, Contracts §§ 71 to 109 (Introductory Note to Topic 3).

² Restatement Second, Contracts § 96.

³ State ex rel. Flournoy v. Wren, 108 Ariz. 356, 498 P.2d 444 (1972); Edens v. State, 258 Ark. 734, 528 S.W.2d 416 (1975).

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4 Caruthers v. Peninsular Life Ins. Co., 150 Fla. 467, 7 So. 2d 841 (1942).

5 Harris v. McKay, 138 Va. 448, 122 S.E. 137, 32 A.L.R. 156 (1924).
As to the status afforded sealed instruments, see § 1.

6 Kirksey v. Bates, 7 Port. 529, 1838 WL 1337 (Ala. 1838).

7 State ex rel. Flournoy v. Wren, 108 Ariz. 356, 498 P.2d 444 (1972); Edens v. State, 258 Ark. 734, 528 S.W.2d 416 (1975).

8 As to sealed documents as self-authenticating, see Am. Jur. 2d, Evidence § 1151.
As to the seals of notaries public, see Am. Jur. 2d, Notaries Public §§ 42 to 53.

9 Perry v. Price, 1 Mo. 664, 1826 WL 1735 (1826); Robertson v. Burstein, 105 N.J.L. 375, 146 A. 355, 65 A.L.R. 324 (N.J. Ct. Err. & App. 1929).
As to seals of national banking associations, see Am. Jur. 2d, Banks and Financial Institutions § 475.
As to seals of business corporations, see Am. Jur. 2d, Corporations §§ 245 to 249.

10 Nalbandian v. Hanson Restaurant & Lounge, Inc., 369 Mass. 150, 338 N.E.2d 335 (1975); Burton v. Williams, 202 N.C. App. 81, 689 S.E.2d 174 (2010).

11 Nalbandian v. Hanson Restaurant & Lounge, Inc., 369 Mass. 150, 338 N.E.2d 335 (1975).

12 Lake Shore Management Co. v. Blum, 92 Ill. App. 2d 47, 235 N.E.2d 366 (1st Dist. 1968); Lewis v. Burke, 248 Ind. 297, 226 N.E.2d 332 (1967); Thompson-Starrett Co. v. Mason's Adm'rs, 304 Ky. 764, 201 S.W.2d 876 (1946).

13 Pacific Mut. Life Ins. Co. of Cal. v. Webb, 157 F. 155 (C.C.A. 8th Cir. 1907); Commercial Casualty Ins. Co. v. Tetz, 82 F.2d 683 (C.C.A. 9th Cir. 1936); Fitzgerald v. Union Stockyards Co., 89 Neb. 393, 131 N.W. 612 (1911).

14 Clarke v. Pierce, 215 Mass. 552, 102 N.E. 1094 (1913) (abrogated on other grounds by, New England Tel. & Tel. Co. v. Gourdeau Const. Co., Inc., 419 Mass. 658, 647 N.E.2d 42 (1995)); Harris v. McKay, 138 Va. 448, 122 S.E. 137, 32 A.L.R. 156 (1924).

15 Game Place, L.L.C. v. Fredericksburg 35, LLC, 295 Va. 396, 813 S.E.2d 312 (2018).

16 Am. Jur. 2d, Limitation of Actions § 114.

17 Columbia Ass'n, Inc. v. Poteet, 199 Md. App. 537, 23 A.3d 308 (2011).

18 Jacksonville, M., P. Ry. & Nav. Co. v. Hooper, 160 U.S. 514, 16 S. Ct. 379, 40 L. Ed. 515 (1896); Langley v. Owens, 52 Fla. 302, 42 So. 457 (1906); Square D Co. v. C.J. Kern Contractors, Inc., 314 N.C. 423, 334 S.E.2d 63 (1985); Cromwell v. Tate's Ex'r, 34 Va. 301, 1836 WL 1791 (1836).

19 Am. Jur. 2d, Sales § 95.